



Department of Property & Procurement

Government of the United States Virgin Islands

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October 7, 2016


Mona L. Barnes
Director
Virgin Islands Territorial Emergency Management Agency
8221 Nisky
St. Thomas, VI. 00802

Dear Director Barnes:

Attached herewith for filing and distribution is one (1) executed Memorandum of Understanding **G002VITT17** between the Government of the Virgin Islands (Virgin Islands Territorial Emergency Management Agency) and the **Virgin Islands Port Authority**. Please disseminate to all involved parties.

The original will be retained in our files. A certified copy can be obtained by request.

Sincerely,


Latisha Blyden
Deputy Commissioner

LB/df
Encls:



VITEMA VIRGIN ISLANDS TERRITORIAL EMERGENCY MANAGEMENT AGENCY

8221 NISKY, STTHOMAS, VI 00802
TEL. (340) 774-2244 FAX (340) 715-6847

2164 KING CROSS, ST. CROIX, VI 00820
TEL. (340) 773-2244 FAX (340) 778-8980

6 SUSANNABERG, ST. JOHN, VI 0083
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MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN
VIRGIN ISLANDS TERRITORIAL EMERGENCY MANAGEMENT AGENCY
AND
VIRGIN ISLANDS PORT AUTHORITY

This Memorandum of Understanding is made in the Territory of the U.S. Virgin Islands, by and between the Government of Virgin Islands, Department of Property and Procurement, on behalf of the Virgin Islands Territorial Emergency Management Agency (hereinafter "VITEMA"), and Virgin Islands Port Authority (hereinafter "VIPA"). Hereinafter, VITEMA or VIPA may be referred to in the singular as "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, VITEMA constitutes the territorial agency of the United States Virgin Islands responsible for providing coordination of emergency management activities; and

WHEREAS, VIPA is responsible for operating the facility at the Enighed Pond Parking Lot, Enighed, St. John; and

WHEREAS, VITEMA is requesting the use of the facilities at the Enighed Pond Parking Lot, Enighed, St. John to be used as Points of Distribution (POD) as a result of a Presidential Declared disaster or Governor's State of Emergency.

NOW THEREFORE, this Memorandum of Understanding (MOU) shall become effective immediately following its execution by the signatories hereto, and shall remain in effect and shall terminate four (4) years thereafter unless terminated, with proper notice in writing, by either party before time lapse. Both organizations have agreed to work together to ensure the POD(s) will be available in the event of a Presidential Declared disaster or Governor's State of Emergency.

SCOPE OF AGREEMENT

- Under the terms of this MOU, VITEMA and VIPA agree to the following:
 1. VIPA agrees to have the Enighed Pond Parking Lot, in Enighed, St. John opened upon request from VITEMA.
 2. VITEMA agrees to coordinate and facilitate the operation of the above facility following a Presidential Declared disaster or Governor's State of Emergency.
 3. This MOU shall become effective immediately following its execution by the signatories hereto, and shall remain in effect and shall terminate four (4) years thereafter unless terminated, with proper notice in writing, by either party before time lapse.

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CONTACT PERSONS

For the purpose of administration of the provisions of this MOU, the contact persons are listed as follows:

Virgin Islands Territorial Emergency Management Agency:	Mona L. Barnes Director 8221 Nisky, St. Thomas, VI 00802 340-774-2244
Department of Property and Procurement:	Randolph N. Bennett Commissioner Sub Base Building #1 – Third Floor St. Thomas, Virgin Islands 00802
Virgin Islands Port Authority	Carlton Dowe Executive Director P.O. Box 301707 St. Thomas, Virgin Islands 00803-1707

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered.

OTHER TERMS AND PROVISIONS

Nothing in this document is intended to diminish, modify, or otherwise affect the statutory and regulatory authority and/or obligations of the parties to this MOU.

1. As allowed, to the extent of the law, VITEMA shall defend, indemnify and hold harmless VIPA and its officers, directors, members, employees, agents, partners, joint ventures, affiliates, successors and assigns from and against any and all claims, demands, losses, expenses, damages, liabilities, fines, and penalties (each a "Claim") arising out of or relating to: (a) VITEMA's performance of (or failure to perform) under this MOU; (b) a breach of this MOU by VITEMA or any of its affiliates, subcontractors, agents or employees; (c) any negligence or willful misconduct by VITEMA or its affiliates, subcontractors, agents or employees; (d) a violation of law; (e) any determination that a relationship, other than that of independent contractor, exists between VIPA and/or Agent and VITEMA and /or its employees or any other employment-based complaint or grievance; or (f) any Claims, including Claims by VITEMA employees, volunteers, agents, or subcontractors, arising out of VITEMA's use of the facilities at the Enighed Pond Parking Lot, Enighed, St. John pursuant to this MOU, even if caused in part by VIPA, unless caused by the gross negligence of VIPA.

2. As allowed, to the extent of the law, the foregoing indemnification shall extend to all legal, defense and investigation costs, and all other reasonable costs, expenses and liabilities incurred by the party indemnified, from and after the time at which the party indemnified receives written or verbal notification that a Claim has been or may be made. The obligations set forth in this section shall remain in effect regardless of whether VITEMA maintains or fails to maintain any insurance coverage shall be deemed insurance coverage hereunder.

3. As allowed, to the extent of the law, VITEMA hereby waives its right of recovery against VIPA and releases VIPA from any claim arising out of loss, damage or destruction to VITEMA property and any contents thereon or therein, whether or not such loss, damage or destruction may be attributable to VIPA, any of its directors, officers, partners, agents or employees. VITEMA shall look to the proceeds of its respective property insurance policy (and

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to its own funds to the extent it is self-insured) to compensate it for any such loss, damage or destruction.

4. No waiver, modification or amendment of any term, condition or provision of this MOU shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment.

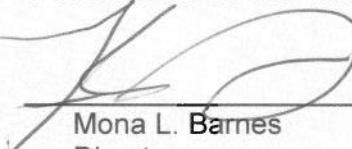
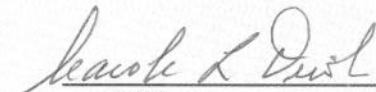

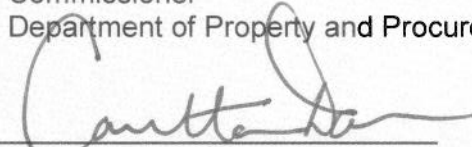
5. This MOU shall be interpreted according to the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

6. The Parties' directors, officers, agents, members and employees shall not be charged personally with any liability or held liable under any term or provision of this MOU or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

7. This MOU constitutes the entire understanding of and between the parties hereto, and all prior communication or understanding with respect to the subject matter of this MOU is merged herein.

8. This MOU shall become effective immediately following its execution by the signatories hereto, and shall remain in effect and shall terminate four (4) years thereafter unless terminated, with proper notice in writing, by either party before time lapse.

9. This Agreement does not include compensation of either agency. No payment shall be made to either party by the other party as a result of this MOU.

WITNESSES:**GOVERNMENT OF THE VIRGIN ISLANDS**
VITEMA
Mona L. Barnes
Director
VITEMA
Date
P&P
Randolph N. Bennett
Commissioner
Department of Property and Procurement
Date
VIPA
Carlton Dowe
Executive Director
Virgin Islands Port Authority
Date

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